

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

Oasis Research, LLC,

Plaintiff,

v.

Adrive LLC,

et al.

Defendants.

CASE NO.: 4:10-cv-435-MHS-ALM

JURY TRIAL DEMANDED

**DEFENDANTS RACKSPACE HOSTING, INC., RACKSPACE US, INC. AND JUNGLE
DISK LLC'S ANSWER AND DEFENSES TO COMPLAINT**

Defendants Rackspace Hosting, Inc., Rackspace US, Inc. and Jungle Disk, LLC (collectively, "Rackspace"), for its answer ("Answer") to Oasis Research, LLC's ("Oasis") Complaint for patent infringement and demand for jury trial ("Complaint"), aver as follows:

PARTIES

1. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 1 of the Complaint, and on that basis denies each and every such allegation.

2. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 2 of the Complaint, and on that basis denies each and every such allegation.

3. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 3 of the Complaint, and on that basis denies each and every such allegation.

4. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 4 of the Complaint, and on that basis denies each and every such allegation.

5. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 5 of the Complaint, and on that basis denies each and every such allegation.

6. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 6 of the Complaint, and on that basis denies each and every such allegation.

7. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 7 of the Complaint, and on that basis denies each and every such allegation.

8. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 8 of the Complaint, and on that basis denies each and every such allegation.

9. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 9 of the Complaint, and on that basis denies each and every such allegation.

10. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 10 of the Complaint, and on that basis denies each and every such allegation.

11. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 11 of the Complaint, and on that basis denies each and every such allegation.

12. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 12 of the Complaint, and on that basis denies each and every such allegation.

13. Rackspace Hosting, Inc. and Rackspace US, Inc. admit that they are corporations established under the laws of the State of Delaware, with a principal place of business at 5000 Walzem Road, San Antonio, TX 78218. Rackspace Hosting, Inc. and Rackspace US, Inc. also admit that they may be served with process by serving their registered agent, Capitol Corporate Services, Inc., 800 Brazos Street, Suite 400, Austin, TX 78701. Jungle Disk LLC admits that it is a wholly owned subsidiary of Rackspace US, Inc., and is a Limited Liability Company established under the laws of the State of Delaware, with a principal place of business at 5000 Walzem Road, San Antonio, TX 78218. Jungle Disk, LLC also admits that it may be served with process by serving its registered agent, Capitol Services, Inc., 615 South Dupont Highway, Dover, DE 19901. Except as expressly admitted, Rackspace denies any and all remaining allegations contained in Paragraph 13 of the Complaint.

14. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 14 of the Complaint, and on that basis denies each and every such allegation.

NATURE OF THE ACTION

15. Rackspace admits that the Complaint purports to be a civil action for the infringement of United States Patent Number 5,771,354, United States Patent Number 5,901,228, United States Patent Number 6,411,943, and United States Patent Number 7,080,051 under the Patent Laws of the United States, 35 U.S.C. § 1 *et seq.*

JURISDICTION AND VENUE

16. Rackspace admits that this Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a) because this action arises under the patent laws of the United States, including 35 U.S.C. § 271 *et seq.*

17. Rackspace admits that it conducts business in Texas. Except as expressly admitted, Rackspace denies any and all remaining allegations contained in Paragraph 17 of the Complaint.

18. Rackspace denies that venue is proper in this judicial district under 28 U.S.C. §§ 1391 and 1400(b).

THE PATENTS-IN-SUIT

19. Rackspace re-alleges and incorporates by reference its answers set forth in Paragraphs 1-18 above as if fully set forth herein.

20. Rackspace admits that Exhibit A purports to be a copy of U.S. Patent No. 5,771,354 (the “’354 patent”) entitled “Internet Online Backup System Provides Remote Storage for Customers Using IDs and Passwords which were Interactively Established When Signing Up For Backup Services.” Rackspace admits that the face of the ’354 patent shows an issue date of June 23, 1998. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 20 of the Complaint, and on that basis denies them.

21. Rackspace admits that Oasis asserts only method claims, and not system claims, of the ’354 patent. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 21 of the Complaint, and on that basis denies them.

22. Rackspace admits that Exhibit B purports to be a copy of U.S. Patent No. 5,901,228 (the “’228 patent”) entitled “Commercial Online Backup Service That Provides Transparent Extended Storage To Remote Customers Over Telecommunications Links.” Rackspace admits that the face of the ’228 patent shows an issue date of May 4, 1999. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 22 of the Complaint, and on that basis denies them.

23. Rackspace admits that Oasis asserts only method claims, and not system claims, of the '228 patent. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 23 of the Complaint, and on that basis denies them.

24. Rackspace admits that Exhibit C purports to be a copy of U.S. Patent No. 6,411,943 (the "'943 patent") entitled "Internet Online Backup System Provides Remote Storage for Customers Using IDs and Passwords which were Interactively Established When Signing Up For Backup Services." Rackspace admits that the face of the '943 patent shows an issue date of June 25, 2002. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 24 of the Complaint, and on that basis denies them.

25. Rackspace admits that Oasis asserts only method claims, and not system claims, of the '943 patent. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 25 of the Complaint, and on that basis denies them.

26. Rackspace admits that Exhibit D purports to be a copy of U.S. Patent No. 7,080,051 (the "'051 patent") entitled "Internet Download Systems and Methods Providing Software to Internet Computer Users for Local Execution." Rackspace denies that the '051 patent was issued on July 16, 2006. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 26 of the Complaint, and on that basis denies them.

27. Rackspace admits that Oasis asserts only claim 9 of the '051 patent. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 27 of the Complaint, and on that basis denies them.

ANSWER TO COUNT I

(Alleged Infringement of United States Patent No. 5,771,354)

28. Rackspace re-alleges and incorporates by reference its answers set forth in Paragraphs 1-27 above as if fully set forth herein.

29. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 29 of the Complaint, and on that basis denies each and every such allegation.

30. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 30 of the Complaint, and on that basis denies each and every such allegation.

31. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 31 of the Complaint, and on that basis denies each and every such allegation.

32. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 32 of the Complaint, and on that basis denies each and every such allegation.

33. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 33 of the Complaint, and on that basis denies each and every such allegation.

34. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 34 of the Complaint, and on that basis denies each and every such allegation.

35. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 35 of the Complaint, and on that basis denies each and every such allegation.

36. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 36 of the Complaint, and on that basis denies each and every such allegation.

37. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 37 of the Complaint, and on that basis denies each and every such allegation.

38. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 38 of the Complaint, and on that basis denies each and every such allegation.

39. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 39 of the Complaint, and on that basis denies each and every such allegation.

40. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 40 of the Complaint, and on that basis denies each and every such allegation.

41. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 41 of the Complaint, and on that basis denies each and every such allegation.

42. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 42 of the Complaint, and on that basis denies each and every such allegation.

43. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 43 of the Complaint, and on that basis denies each and every such allegation.

44. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 44 of the Complaint, and on that basis denies each and every such allegation.

45. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 45 of the Complaint, and on that basis denies each and every such allegation.

46. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 46 of the Complaint, and on that basis denies each and every such allegation.

47. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 47 of the Complaint, and on that basis denies each and every such allegation.

48. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 48 of the Complaint, and on that basis denies each and every such allegation.

49. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 49 of the Complaint, and on that basis denies each and every such allegation.

50. Rackspace denies all allegations contained in paragraph 50 of the Complaint.

51. Rackspace admits that it has offered and continues to offer its “Jungle Disk” branded services at its website: www.jungledisk.com. Rackspace also admits that it offers “Rackspace Cloud” branded services available at Rackspace’s website: www.rackspacecloud.com and “Rackspace’s “Could Drive” branded services available at Rackspace’s website: http://www.rackspace.com/apps/backup_and_collaboration/online_file_storage. Except as expressly admitted, Rackspace denies any and all remaining allegations contained in Paragraph 51 of the Complaint.

52. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 52 of the Complaint, and on that basis denies each and every such allegation.

53. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 53 of the Complaint, and on that basis denies each and every such allegation.

54. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 54 of the Complaint, and on that basis denies each and every such allegation.

55. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 55 of the Complaint, and on that basis denies each and every such allegation.

56. Rackspace denies each and every allegation of paragraph 56 of the Complaint as they pertain to Rackspace. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 56 of the Complaint as it pertains to other parties, and on that basis denies each and every such allegation.

ANSWER TO COUNT II

(Alleged Infringement of United States Patent No. 5,901,228)

57. Rackspace re-alleges and incorporates by reference its answers set forth in Paragraphs 1-56 above as if fully set forth herein.

58. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 58 of the Complaint, and on that basis denies each and every such allegation.

59. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 59 of the Complaint, and on that basis denies each and every such allegation.

60. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 60 of the Complaint, and on that basis denies each and every such allegation.

61. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 61 of the Complaint, and on that basis denies each and every such allegation.

62. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 62 of the Complaint, and on that basis denies each and every such allegation.

63. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 63 of the Complaint, and on that basis denies each and every such allegation.

64. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 64 of the Complaint, and on that basis denies each and every such allegation.

65. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 65 of the Complaint, and on that basis denies each and every such allegation.

66. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 66 of the Complaint, and on that basis denies each and every such allegation.

67. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 67 of the Complaint, and on that basis denies each and every such allegation.

68. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 68 of the Complaint, and on that basis denies each and every such allegation.

69. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 69 of the Complaint, and on that basis denies each and every such allegation.

70. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 70 of the Complaint, and on that basis denies each and every such allegation.

71. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 71 of the Complaint, and on that basis denies each and every such allegation.

72. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 72 of the Complaint, and on that basis denies each and every such allegation.

73. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 73 of the Complaint, and on that basis denies each and every such allegation.

74. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 74 of the Complaint, and on that basis denies each and every such allegation.

75. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 75 of the Complaint, and on that basis denies each and every such allegation.

76. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 76 of the Complaint, and on that basis denies each and every such allegation.

77. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 77 of the Complaint, and on that basis denies each and every such allegation.

78. Rackspace denies all allegations contained in paragraph 78 of the Complaint.

79. Rackspace admits that it has offered and continues to offer its “Jungle Disk” branded services at its website: www.jungledisk.com. Rackspace also admits that it offers “Rackspace Cloud” branded services available at Rackspace’s website: www.rackspacecloud.com and “Rackspace’s “Could Drive” branded services available at Rackspace’s website: http://www.rackspace.com/apps/backup_and_collaboration/online_file_storage. Except as expressly admitted, Rackspace denies any and all remaining allegations contained in Paragraph 79 of the Complaint.

80. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 80 of the Complaint, and on that basis denies each and every such allegation.

81. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 81 of the Complaint, and on that basis denies each and every such allegation.

82. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 82 of the Complaint, and on that basis denies each and every such allegation.

83. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 83 of the Complaint, and on that basis denies each and every such allegation.

84. Rackspace denies each and every allegation of paragraph 84 of the Complaint as they pertain to Rackspace. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 84 of the Complaint as it pertains to other parties, and on that basis denies each and every such allegation.

ANSWER TO COUNT III

(Alleged Infringement of United States Patent No. 6,411,943)

85. Rackspace re-alleges and incorporates by reference its answers set forth in Paragraphs 1-84 above as if fully set forth herein.

86. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 86 of the Complaint, and on that basis denies each and every such allegation.

87. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 87 of the Complaint, and on that basis denies each and every such allegation.

88. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 88 of the Complaint, and on that basis denies each and every such allegation.

89. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 89 of the Complaint, and on that basis denies each and every such allegation.

90. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 90 of the Complaint, and on that basis denies each and every such allegation.

91. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 91 of the Complaint, and on that basis denies each and every such allegation.

92. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 92 of the Complaint, and on that basis denies each and every such allegation.

93. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 93 of the Complaint, and on that basis denies each and every such allegation.

94. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 94 of the Complaint, and on that basis denies each and every such allegation.

95. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 95 of the Complaint, and on that basis denies each and every such allegation.

96. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 96 of the Complaint, and on that basis denies each and every such allegation.

97. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 97 of the Complaint, and on that basis denies each and every such allegation.

98. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 98 of the Complaint, and on that basis denies each and every such allegation.

99. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 99 of the Complaint, and on that basis denies each and every such allegation.

100. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 100 of the Complaint, and on that basis denies each and every such allegation.

101. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 101 of the Complaint, and on that basis denies each and every such allegation.

102. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 102 of the Complaint, and on that basis denies each and every such allegation.

103. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 103 of the Complaint, and on that basis denies each and every such allegation.

104. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 104 of the Complaint, and on that basis denies each and every such allegation.

105. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 105 of the Complaint, and on that basis denies each and every such allegation.

106. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 106 of the Complaint, and on that basis denies each and every such allegation.

107. Rackspace denies all allegations contained in paragraph 107 of the Complaint.

108. Rackspace admits that it has offered and continues to offer its “Jungle Disk” branded services at its website: www.jungledisk.com. Rackspace also admits that it offers “Rackspace Cloud” branded services available at Rackspace’s website: www.rackspacecloud.com and “Rackspace’s “Could Drive” branded services available at Rackspace’s website: http://www.rackspace.com/apps/backup_and_collaboration/online_file_storage. Except as expressly admitted, Rackspace denies any and all remaining allegations contained in Paragraph 108 of the Complaint.

109. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 109 of the Complaint, and on that basis denies each and every such allegation.

110. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 110 of the Complaint, and on that basis denies each and every such allegation.

111. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 111 of the Complaint, and on that basis denies each and every such allegation.

112. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 112 of the Complaint, and on that basis denies each and every such allegation.

113. Rackspace denies each and every allegation of paragraph 113 of the Complaint as they pertain to Rackspace. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 113 of the Complaint as it pertains to other parties, and on that basis denies each and every such allegation.

ANSWER TO COUNT IV

(Alleged Infringement of United States Patent No. 7,080,051)

114. Rackspace re-alleges and incorporates by reference its answers set forth in Paragraphs 1-113 above as if fully set forth herein.

115. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 115 of the Complaint, and on that basis denies each and every such allegation.

116. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 116 of the Complaint, and on that basis denies each and every such allegation.

117. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 117 of the Complaint, and on that basis denies each and every such allegation.

118. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 118 of the Complaint, and on that basis denies each and every such allegation.

119. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 119 of the Complaint, and on that basis denies each and every such allegation.

120. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 120 of the Complaint, and on that basis denies each and every such allegation.

121. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 121 of the Complaint, and on that basis denies each and every such allegation.

122. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 122 of the Complaint, and on that basis denies each and every such allegation.

123. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 123 of the Complaint, and on that basis denies each and every such allegation.

124. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 124 of the Complaint, and on that basis denies each and every such allegation.

125. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 125 of the Complaint, and on that basis denies each and every such allegation.

126. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 126 of the Complaint, and on that basis denies each and every such allegation.

127. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 127 of the Complaint, and on that basis denies each and every such allegation.

128. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 128 of the Complaint, and on that basis denies each and every such allegation.

129. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 129 of the Complaint, and on that basis denies each and every such allegation.

130. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 130 of the Complaint, and on that basis denies each and every such allegation.

131. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 131 of the Complaint, and on that basis denies each and every such allegation.

132. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 132 of the Complaint, and on that basis denies each and every such allegation.

133. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 133 of the Complaint, and on that basis denies each and every such allegation.

134. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 134 of the Complaint, and on that basis denies each and every such allegation.

135. Rackspace denies all allegations contained in paragraph 135 of the Complaint.

136. Rackspace admits that it has offered and continues to offer its “Jungle Disk” branded services at its website: www.jungledisk.com. Rackspace also admits that it offers

“Rackspace Cloud” branded services available at Rackspace’s website:

www.rackspacecloud.com and “Rackspace’s “Could Drive” branded services available at Rackspace’s website:

http://www.rackspace.com/apps/backup_and_collaboration/online_file_storage. Except as expressly admitted, Rackspace denies any and all remaining allegations contained in Paragraph 136 of the Complaint.

137. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 137 of the Complaint, and on that basis denies each and every such allegation.

138. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 138 of the Complaint, and on that basis denies each and every such allegation.

139. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 139 of the Complaint, and on that basis denies each and every such allegation.

140. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 140 of the Complaint, and on that basis denies each and every such allegation.

141. Rackspace denies each and every allegation of paragraph 141 of the Complaint as they pertain to Rackspace. Rackspace lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 141 of the Complaint as it pertains to other parties, and on that basis denies each and every such allegation.

PRAYER FOR RELIEF

142. Rackspace denies any and all allegations contained in the remainder of the Complaint and denies that Oasis is entitled to any of the relief requested in paragraphs (a)

through (d) of its prayer for relief or to any other relief in any form whatsoever. Rackspace further denies each and every allegation contained in the Complaint to which it has not specifically responded.

JURY DEMAND

143. Rackspace admits that Oasis purports to demand trial by jury on all claims and issues so triable.

DEFENSES

Subject to the responses above, Rackspace alleges and asserts the following defenses in response to the allegations, undertaking the burden of proof only as to those defenses deemed affirmative defenses by law. In addition to the defenses described below, Rackspace specifically reserves all rights to allege additional defenses that become known through the course of discovery.

FIRST DEFENSE – FAILURE TO STATE A CLAIM

144. Rackspace is informed and believes, and thereon alleges, that Oasis has failed to state a claim upon which relief can be granted.

SECOND DEFENSE – NONINFRINGEMENT OF THE '354 PATENT

145. Rackspace has not and does not infringe, contribute to the infringement of, or induce others to infringe any valid and enforceable claim of the '354 patent, either directly or indirectly, literally or under the doctrine of equivalents.

THIRD DEFENSE – INVALIDITY OF THE '354 PATENT

146. The claims of the '354 patent are invalid and unenforceable for failure to comply with one or more of the requirements of Title 35 of the United States Code, including, without limitation, 35 U.S.C. §§ 101, 102, 103, and/or 112.

FOURTH DEFENSE – NONINFRINGEMENT OF THE '228 PATENT

147. Rackspace has not and does not infringe, contribute to the infringement of, or induce others to infringe any valid and enforceable claim of the '228 patent, either directly or indirectly, literally or under the doctrine of equivalents.

FIFTH DEFENSE – INVALIDITY OF THE '228 PATENT

148. The claims of the '228 patent are invalid and unenforceable for failure to comply with one or more of the requirements of Title 35 of the United States Code, including, without limitation, 35 U.S.C. §§ 101, 102, 103, and/or 112.

SIXTH DEFENSE – NONINFRINGEMENT OF THE '943 PATENT

149. Rackspace has not and does not infringe, contribute to the infringement of, or induce others to infringe any valid and enforceable claim of the '943 patent, either directly or indirectly, literally or under the doctrine of equivalents.

SEVENTH DEFENSE – INVALIDITY OF THE '943 PATENT

150. The claims of the '943 patent are invalid and unenforceable for failure to comply with one or more of the requirements of Title 35 of the United States Code, including, without limitation, 35 U.S.C. §§ 101, 102, 103, and/or 112.

EIGHTH DEFENSE – NONINFRINGEMENT OF THE '051 PATENT

151. Rackspace has not and does not infringe, contribute to the infringement of, or induce others to infringe any valid and enforceable claim of the '051 patent, either directly or indirectly, literally or under the doctrine of equivalents.

NINTH DEFENSE – INVALIDITY OF THE '051 PATENT

152. The claims of the '051 patent are invalid and unenforceable for failure to comply with one or more of the requirements of Title 35 of the United States Code, including, without limitation, 35 U.S.C. §§ 101, 102, 103, and/or 112.

TENTH DEFENSE – PROSECUTION HISTORY ESTOPPEL

153. By reason of proceedings in the United States Patent and Trademark Office, and by reasons of amendments, disclaimers, disavowals, admissions, representations, arguments, and/or statements made by the applicants or on their behalf, Oasis is estopped from construing the claims of the '354 patent, the '228 patent, the '943 patent, and the '051 patent to cover and/or include any acts of Rackspace.

ELEVENTH DEFENSE – LIMITATION ON DAMAGES

154. Rackspace is informed and believes, and thereon alleges that Oasis's claims for relief and prayer for damages are limited by 35 U.S.C. § 286 and/or § 287.

TWELFTH DEFENSE – LACHES, ESTOPPEL, AND/OR WAIVER

155. Oasis's claims are barred, in whole or in part, by the doctrines of laches, estoppel and/or waiver.

THIRTEENTH DEFENSE – NO INJUNCTIVE RELIEF

156. Oasis is not entitled to injunctive relief because any alleged injury to Oasis is not immediate and/or irreparable, and Oasis already has an adequate remedy at law.

RESERVATION OF ADDITIONAL DEFENSES

157. Rackspace reserves all defenses under the Federal Rule of Civil Procedure, the Patent Laws of the United States, and any other defenses, at law or in equity, that may now exist or in the future be available based on discovery and further factual investigation in this case.

Dated: November 8, 2010

Respectfully submitted,

By: /s/: M. Craig Tyler

M. Craig Tyler (Lead Attorney)

State Bar No. 00794762

ctyler@wsgr.com

Aden M. Allen

State Bar No. 24064808

aallen@wsgr.com

Abraham DeLaO

State Bar No. 24064499

adelao@wsgr.com

Wilson Sonsini Goodrich & Rosati

Professional Corporation
900 South Capital of Texas Highway
Las Cimas IV, Fifth Floor
Austin, Texas 78746-5546
Telephone: 512.338.5400
Facsimile: 512.338.5499

**ATTORNEYS FOR RACKSPACE HOSTING, INC.,
RACKSPACE US, INC. AND JUNGLE DISK LLC**

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing document was filed electronically in compliance with Local Rule CV-5(a). As such, this document was served on all counsel who are deemed to have consented to electronic service. Local Rule CV-5(a)(3)(A). Pursuant to Fed. R. Civ. P. 5(d) and Local Rule CV-5(e), all other counsel of record not deemed to have consented to electronic service were served with a true and correct copy of the foregoing by certified mail, return receipt requested, on this the 8th day of November 2010.

/s/ M. Craig Tyler
M. Craig Tyler